

EXHIBIT 5

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

VILMA REYES and PATRICIA MARTINEZ,
on behalf of themselves and all other
employees similarly situated,

Plaintiffs,

v.

SJ SERVICES, INC., SHAWN SHEA and
DAVID SHEA,

Defendants.

CIVIL ACTION No. 1:12-cv-11715-DPW

AFFIDAVIT OF DAVID SHEA

I, David Shea, being duly sworn, hereby depose and state as follows:

1. I am the President of Defendant SJ Services, Inc. ("SJ"). I have held this position since approximately October 2000. As President of SJ, I am responsible for sales and marketing, managing client relationships, and operations trouble shooting. I also handle the grievance process specified in the collective bargaining agreement ("CBA") between SJ and the Service Employees International Union Local 615 ("SEIU Local 615" or the "Union") and other Union-related matters. From January 1998 to approximately October 2000, I held the position of Vice President of SJ. In this role, I primarily worked to develop a new sales and marketing program for SJ. I submit this affidavit in support of Defendants' Motion to Dismiss Plaintiffs' Complaint.

2. Due to the nature of the roles I have held at SJ, I have access to and the ability to review records maintained by SJ. These records were kept in the ordinary course of SJ's business and include internal human resources records and personnel records regarding SJ employees and SJ policies. Accordingly, I am familiar with the types of records that SJ maintains related to its current and former employees and its policies.

3. On or about May 30, 2012, SJ received a grievance from the Union on behalf of Vilma Reyes. The subject of that grievance was an assertion that Ms. Reyes had worked more hours (30) than she had been paid for (29).

4. SJ investigated the grievance and determined that there was no basis for it, and that Ms. Reyes had verified that she had worked 29 hours per week during the relevant time period. SJ reported these findings back to the Union.

5. A true and accurate copy of a chart maintained by SJ in the ordinary course of its business that contains information related to Ms. Reyes's grievance and SJ's investigation of the grievance is attached hereto as Exhibit 1.

6. On or about August 29, 2012, the Union withdrew Ms. Reyes's grievance at her request.

Signed under the pains and penalties of perjury this 19th day of October 2012.

/s/ David Shea

David Shea

CERTIFICATE OF SERVICE

I hereby certify that on October 19, 2012, a true copy of this document was filed through the Court's ECF system and that counsel for Plaintiffs is a registered user of the ECF system designated to receive Notices of Electronic Filings generated by the ECF system in this matter.

/s/ Barry J. Miller

Barry J. Miller

EXHIBIT 1

REDACTED

GR	Date	First name	Last name	Company	Building	
16052	5/30/12	Vilma	Reyes	SJ Services	MBTA ALBANY GARAGE	Mrs. Reyes was paid 29hrs a week for 30hrs of work from December 2011 to May 2012. A review of all times sheets during the above mentioned time period was conducted and Mrs. Reyes signed in for 29hrs on all weeks. Member was paid in accordance with sign-in sheet records.